

COLLECTIVE AGREEMENT

Between

THE PRINCE RUPERT LIBRARY BOARD

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 105-01**

January 1, 2022 - December 31, 2025

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THIS AGREEMENT entered into this 1st day of January, 2022.

BETWEEN:

THE PRINCE RUPERT LIBRARY BOARD
(hereinafter called the "Board")

Party of the First Part

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 105-01**
(hereinafter called the "Union")

Party of the Second Part

PREAMBLE

Land Acknowledgement

The Prince Rupert Public Library and the Canadian Union of Public Employees Local 105-01 acknowledge that our work takes place within the unceded shared traditional territories of the Ts'msyen First Nations. Our work will reflect the intention of peace, friendship and understanding.

It is the desire of both parties to this Agreement:

- (1) To maintain and improve the harmonious relations and settle conditions of employment between the Board and the Union;
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc., especially given the changing economic climate of the region;
- (3) To encourage efficiency in operations;
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 1 MANAGEMENT RIGHTS

1.01 Management Rights

Without restricting the rights of the employees under the terms of this Agreement, the Union recognizes the right of the Board to manage its affairs and operations and to direct its working forces including the right to discipline or suspend or discharge for proper cause, and the right to hire, promote, assign work, demote, lay off, transfer, determine job content and evaluate jobs, and the foregoing shall not be deemed to exclude other functions of management not specifically covered in this Agreement. The Library Board shall not exercise, in a discriminatory manner, its right to direct the working force.

1.02 Authority of Chief Librarian or Delegate

The parties agree that the foregoing enumeration of management's rights shall be vested in the Chief Librarian or delegate.

ARTICLE 2 RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Board recognizes the Canadian Union of Public Employees and its Local 105 as the sole and exclusive collective bargaining agent for its employees and hereby consents and agrees to negotiate with the Union or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

The Board recognises the right of CUPE Local 105-01 members to have the representation of CUPE representatives in meetings with the Employer when requested by the employee. **The employee shall have the right to choose their Union representative for such meetings.**

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in mutually agreed cases.

2.03 Contracting Out

To provide job security for the members of the bargaining unit, the Board agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company or non-unit employee, unless prior agreement has been reached, in writing, by the parties.

2.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Board or its representatives which may conflict with the terms of this Collective Agreement.

2.05 Volunteers

Volunteers shall not do work usually done by members of the bargaining unit, unless agreed by the Parties, in writing.

ARTICLE 3 NO DISCRIMINATION

There shall be no discrimination, coercion, **or harassment** by the Board or by the Union against any employee because of the employee's union or non-union affiliations with other unions, or against any employee because of **their Indigenous identity**, race, colour, **ancestry, place of origin**, religion, **marital status, family status, physical or mental disability, sex**, sexual orientation, **gender identity or expression**, or **age of that person or that group or class or persons or any other area protected by Human Rights Legislation.**

Neither the Employer nor the Union shall coerce, harass, discriminate, or in any other way interfere with any employee who wishes to apply for any position or promotion or in relation to overtime or due diligence within a role.

ARTICLE 4 UNION SECURITY

4.01 All Employees to be Members

All employees, as defined in the certification granted by the Labour Relations Board, shall as a condition of continuing employment, become and remain members in good standing of the Union. All future employees, as defined in the certification shall as a condition of continued employment become and remain members in good standing of the Union **immediately upon** employment with the Board.

ARTICLE 5 CHECK-OFF OF UNION DUES

5.01 Check-Off

The Board shall deduct from every employee, upon receipt of a duly signed authorization, any dues, initiation fees or assessments owing by **them** to the Union. As a condition of employment, an employee shall sign an authorization card. The initiation fee shall be deducted from the first pay cheque of a new employee.

5.02 Deductions

Deductions shall be made from the payroll bi-weekly and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names of the employees from whose wages the deductions have been made. Upon request, the Board shall supply the Union with the addresses of employees.

5.03 Union Dues Receipts

At the time the Income Tax (T-4) slips are made available, the Board shall include the amount of union dues paid by each union member in the previous year.

ARTICLE 6 ACQUAINT NEW EMPLOYEES

6.01 Board to Acquaint New Employees

The Board agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

ARTICLE 7 CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Chief Librarian or delegate and the Secretary-Treasurer of the Union **with a copy to the Unit Chair for CUPE Local 105-01.**

ARTICLE 8 LABOUR-MANAGEMENT COOPERATION COMMITTEE

8.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of not more than two (2) representatives of the Board and not more than two (2) representatives of the Union. Each party shall advise the other, in writing, of its representatives on the committee. All matters of mutual concern pertaining to performance of work, operational problems, conditions of employment and harmonious relations (excluding collective agreement negotiations) may be referred to this Committee for discussion and recommendations. If it is not possible to have Board members attend at a time convenient to the parties, members of the union committee may meet with the Chief Librarian.

Labour/Management Committee meetings shall take place every second month, or whenever requested by either party. If there are no agenda items to be discussed the meeting will be cancelled.

Agenda items will be forwarded to the other party during the week before the meeting. Minutes will be taken at the meeting and approved by the parties and posted in the staff room and copies sent to the Board. Action plans will be discussed during the meeting and timelines for resolution will be agreed upon.

Either party may request that a meeting be convened, in which case the Chief Librarian shall notify the parties of the time and place.

ARTICLE 9 LABOUR-MANAGEMENT RELATIONS

9.01 Union Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Board. Such representatives shall have access to the Library premises in order to investigate and assist in the settlement of a grievance.

9.02 Authority of The Board

Employees shall be required to act only on directions made under the direct or delegated authority of the Board.

ARTICLE 10 GRIEVANCE PROCEDURE

10.01 Settling of a Grievance

In the event that any difference arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any difference arising from the suspension or dismissal of any employee, and including any question or differences as to whether any matter is arbitrable, such question or difference shall be finally and conclusively settled without a stoppage of work in the following manner:

Step 1:

The aggrieved employee shall submit the grievance to **their Unit Chair** within five (5) working days of such difference or grievance arising. If the employee's **Unit Chair** is

absent, **they** shall submit **their** grievance to the Union.

Step 2:

The Unit Chair or designate shall submit the grievance to the Chief Librarian within ten (10) working days of becoming aware of the grievance.

The Chief Librarian shall arrange any meetings necessary and shall render a decision, in writing, to the Unit Chair or designate within ten (10) working days of receiving the grievance.

Step 3:

Failing satisfactory settlement under Step 2, the Union will submit the grievance **to the Library Board** ten (10) days before the next Board meeting. A hearing shall be granted at the next regular meeting of the Board following receipt of the application under this Step.

Step 4:

Failing satisfactory settlement following Step 3 **and within twenty (20) working days**, the Union may, **give** notice in writing to the employer of its intention **to** refer the dispute to a Board of Arbitration **or a single Arbitrator as per Article 11 – Arbitration.**

10.02 Permission to Leave Work

The Board agrees that a representative of the Union shall not be hindered, coerced, restrained or interfered with in any way in the performance of **their** duties while investigating disputes and presenting adjustments as provided in this Article. The Union understands and agrees that each Steward is employed to perform full time work for the Board and that **they** will not leave **their** work during working hours except to perform **their** duties under this Agreement. Therefore, no Steward shall leave **their** work without obtaining the permission of **their** supervisor, which permission shall not be unreasonably withheld.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or the Board has a grievance, Steps 1 and 2 of Article 10.01 may be bypassed.

10.04 Unit Chair

The Union shall notify the Board in writing of the name of the **Unit Chair**.

10.05 Sexual Harassment, Personal Harassment, and Bullying

The parties recognize the right of employees to work in an environment free from sexual harassment and agree to cooperate in attempting to resolve, in a confident manner, any complaints of sexual harassment which may arise in the workplace.

The parties also recognize the right of employees to work in an environment free from personal harassment or bullying.

Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to, sexual solicitation or advances, inappropriate touching, or sexual comments, or any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after the above conduct has been rejected.

Personal harassment and bullying is defined as verbal threats and/or verbal abuse, derogatory comments that ought reasonably to be known to be offensive, physical threats and/or physical abuse, and or intimidation or actions that demean and belittle an individual or cause personal humiliation. Personal Harassment and Bullying excludes any reasonable action taken by an employer or supervisor relating to the management and direction of workers or the work place of employment.

The Prince Rupert Library Board is committed to taking appropriate disciplinary action if an allegation of sexual harassment, personal harassment and/or bullying is substantiated.

Cases of sexual harassment, personal harassment, and bullying shall be considered as discrimination and are eligible to be processed as a grievance and/or through the Human Rights Tribunal.

A claim of sexual harassment, personal harassment, and or bullying against the Chief Librarian may have Step two of the grievance process omitted and may be submitted at Step 3 to the Library Board. The Board, when dealing with such a grievance, shall appoint two (2) members and the Union shall appoint two (2) members in an attempt to settle the difference.

In cases where sexual harassment, personal harassment, or bullying may result in the transfer of an employee, the victim should not be transferred against their will.

When an allegation of sexual harassment, personal harassment, and/or bullying is proven to be malicious, vexatious, or frivolous in nature, the complainant may be subject to appropriate discipline.

ARTICLE 11 ARBITRATION

11.01 Composition of the Board of Arbitration or Arbitrator

In the event the difference or grievance cannot be settled to the satisfaction of the parties under Step 3 of Article 10.01 above, within **twenty (20) working days**, it shall be submitted to **either a single Arbitrator agreed to by the parties, or** a Board of Arbitration of three (3) persons, one of whom shall be appointed by the Board and one by the Union, such appointments to be made within seven (7) days of the failure of the Board and the Union to reach a decision.

The third member shall be appointed within five (5) days by the two (2) members previously appointed and **they** shall be the Chairman.

By mutual agreement, the parties may decide to appoint a single arbitrator. In that case,

the parties shall agree on the name of the arbitrator. If no agreement can be reached, the parties shall request the Minister of Labour to appoint the arbitrator. The costs of the single arbitrator shall be shared equally by the parties.

11.02 Failure to Appoint

Should the members appointed by the parties fail to agree on a Chairman within the said five (5) days, the Chairman shall then be appointed by the Minister of Labour of the Province of British Columbia.

11.03 Decisions of the Board of Arbitration or Arbitrator

- (a) In the event the Board of Arbitration **or a single Arbitrator** finds that an employee has been dismissed or suspended for other than proper cause, the Board of Arbitration **or single Arbitrator** may direct the Library Board to reinstate the employee and pay to the employee a sum equal to his or her wages or salary lost by reason of such suspension or discharge, or such lesser sum as, in the opinion of the Board of Arbitration **or single Arbitrator**, is fair and reasonable, or make such other order as it considers fair and equitable, having regard to the terms of the Collective Agreement.
- (b) The decision of the Board **or single Arbitrator** shall be final and binding upon the parties.

11.04 Expenses of the Board or Arbitrator

Each party shall bear the expenses of their respective appointee and shall also pay one-half (1/2) of the expenses of the Chairman. **If the parties have agreed to appoint a single Arbitrator, each party shall pay one-half (1/2) of the expenses of the Arbitrator.**

11.05 Amending the Time Limits

Wherever a stipulated time is mentioned herein, and including grievance procedure, time may be extended only by mutual consent of the parties.

11.06 Technical Error

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the Grievance Procedure.

ARTICLE 12 DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings, Discharge or Suspension

(a) Warnings

Whenever the Board delegate deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring **their** work up to a required standard by a given date, the Board shall within five (5) working days thereafter give written particulars of such censure to the employee involved with a copy to the Secretary of the Union.

(b) Discipline, Discharge or Suspension

An employee may be dismissed or suspended but only for just cause. When an employee is disciplined, discharged or suspended, **they** shall be given the reason in the presence of **their** Steward. Such employee and the Union shall be advised promptly in writing by the employer of the reason for such discharge or suspension.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10, Grievance Procedure. Steps 1 and 2 of the grievance procedure shall be omitted in such cases.

12.03 Unjust Suspension or Discharge

Should it be found upon investigation that any employee has been unjustly suspended or discharged, such employee shall immediately be reinstated to **their** former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to **their** normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such Board.

12.04 Adverse Reports

The record of an employee shall not be used against **them** at any time in the following instances:

- (a) When eighteen (18) months have elapsed since the suspension, provided there has been no recurrence of a similar and/or any other infraction.
- (b) When twelve (12) months have elapsed since the issuance of a letter or verbal reprimand, provided there has been no recurrence of a similar and/or other infraction.

12.05 Crossing of Picket Lines During Strike

- (a) In the event that any employees of the Board, other than those covered by the Agreement, engage in a legal strike or where employees in a labour dispute engage in a legal strike and maintain picket lines, the employees covered by this Agreement shall have the right to refuse to cross such picket lines. Failure to cross such a picket line or handle goods from an employer where a strike or lockout is in effect when the Canadian Labour Congress, its affiliates or subordinate bodies have declared such goods 'hot', by the members of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any such absence from work shall be considered to be leave of absence without pay, and one (1) day's pay shall be deducted for each day of work missed.
- (b) Both parties agree to attempt to obtain an agreement with the striking union for permission to provide emergency services when and where required.

12.06 Access to Personnel File

An employee shall have the right to have access to and review **their** personnel file during normal working hours upon two days' notice in writing.

12.07 Political Action

No employee shall be disciplined for participation in any political action called by the Canadian Labour Congress, B.C. Federation of Labour or the Canadian Union of Public Employees (National or Provincial).

ARTICLE 13 SENIORITY

13.01 Seniority on Projects funded by Federal/Provincial Governments

For all individuals specifically hired as employees by the Board on Federal-Provincial financial aided Municipal projects, seniority will not take effect until such projects have been completed and the individuals hired are subsequently retained by the Board to do other Library work. Seniority for record purposes in such cases will date back to the date that seniority would have been effective if no such Federal-Provincial aid programmes were in being.

13.02 Seniority Defined

Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.

13.03 Seniority List

- (a) The Board shall maintain two (2) seniority lists showing the date upon which each employee's service commenced with the Library. An up-to-date seniority list of regular full time and part-time Library employees, called the regular seniority list and another for Pages and casual employees, called the casual seniority list, shall be sent to the Union and posted on all bulletin boards every three (3) months. An employee on the regular seniority list shall have preference over an employee on the casual seniority list.
- (b) Pages and casual employees who become regular full-time or part time shall have their page and casual hours prorated to that of a full-time employee and be given a seniority date on the regular seniority list that is backdated from the date of becoming a regular full-time or part time employee.
- (c) A regular employee who is on the regular seniority list and is subsequently placed on the casual seniority list because of an involuntary reduction of hours, shall retain **their** seniority date on the regular seniority list.
- (d) A regular employee who voluntarily requests a permanent work schedule that is between one (1) and twenty (20) hours per month shall be considered a casual employee for the purposes of seniority and shall have their regular seniority converted to casual seniority, with the start date remaining the same. Where the request for a reduction of hours is temporary, the union and employer may mutually agree that there is no effect on the employee's regular seniority.

13.04 Regular Employees

A regular employee is a part-time or full-time employee who has completed the probation period and has regularly scheduled hours.

13.05 Probationary Employees

Employees shall be considered on a probationary basis for a period of three (3) months. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge which shall be for just cause. The employment of such employees may be terminated at any time during the probationary period with recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

13.06 Casual Employees

Casual employees, for the purposes of this Article, are deemed to be employed on a day-to-day basis normally to fill temporary vacancies caused by illness, vacation, accident, maternity leave or other approved leave and shall not exceed two (2) months of continuous duration without the approval of the Union. Casual employees may be employed for special projects with Union approval.

Casual call ins will be on a rotating basis in an effort to share call ins as equitably as possible.

13.07 Student Employees

A student employee shall mean a student who is either in full-time attendance at an **educational** institution or is taking a temporary break between semesters. The Employer shall advise the student, at the time of appointment, of the anticipated date of termination. A student employee shall become a member of the union but shall not retain seniority rights accumulated as a student. No student will work in a department where a regular employee is on layoff.

13.08 Loss of Seniority

An employee shall not lose seniority rights if **they are** absent from work because of sickness, accident, layoff or leave of absence approved by the Board. An employee shall lose **their** seniority only in the event:

- (a) **They are** discharged for just cause and is not reinstated.
- (b) **They** resign.
- (c) **They fail** to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Board informed of **their** current address in writing.
- (d) **They are** laid off for a period longer than twelve (12) months.

ARTICLE 14 PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created in the bargaining unit, the Board shall notify the Union in writing and post notice of the position in the Library **on the staff bulletin board** for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereof.

14.02 Temporary Vacancies & Additional Hours

(a) Temporary Vacancies of Less Than Six (6) Weeks

When any bargaining-unit position becomes vacant for less than six (6) weeks, the temporary appointment shall be offered to qualified employees by seniority. However, the Board shall have the right to determine whether or not the temporary vacancy shall be filled and to what extent.

(b) Temporary Vacancies of Six (6) Weeks or More

A temporary vacancy expected to be of six (6) weeks or more in duration or a position that has been vacant for six (6) weeks shall be posted bargaining-unit-wide.

(c) Additional Hours for Part-time Employee

A qualified part-time employee shall have the right to work additional hours, up to full-time. Additional hours will be offered to the most senior qualified Part-time employee and then to other qualified Part-time employees in order of seniority. No new employees will be hired before existing employees have been offered additional hours.

14.03 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner. **Bargaining unit postings shall include "This is a CUPE Local 105-01 Bargaining Unit Position".**

14.04 Method of Making Appointments

In making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the qualifications and ability. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

14.05 Trial Period

The successful and unsuccessful applicants shall be notified within one (1) week following appointment. The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after a period of two (2) months.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, **they** shall be returned to **their** former position, wage or salary rate and without loss of seniority.

Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to **their** former position, wage or salary rate, without loss of seniority.

14.06 Union Notification

The Union shall be notified **in writing to the Unit Chair** immediately of all appointments,

hirings, layoffs, transfers, recalls and terminations of employment.

14.07 Job Training

The Board considers it desirable to inaugurate and maintain a system of job training so that employees shall have the opportunity to qualify for promotion in the event of a vacancy arising in a position that is next senior to their own. Such training would take place when staff time is available and will not affect the rate of the employees concerned.

14.08 Promotion to Acting Chief Librarian

An employee temporarily promoted to the position of Acting Chief Librarian shall be given a leave of absence from the bargaining unit. Upon completion of the temporary promotion, the employee shall be reinstated in all respects by the Board in the position previously occupied by the employee, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been granted. The employee may return to the bargaining unit upon one (1) month's notice to the Board. The employee shall not pay union dues or assessments while outside the bargaining unit.

14.09 Work Experience Programs

The Board shall not enter into a non-paid student work experience program without the written approval of the Union. **Such requests for approval shall be in writing and include the particulars of the program.** The student shall not be called upon to perform work that would affect the hours of work available to a Union employee. All terms relating to such work experience shall be agreed upon before placement.

14.10 Job Sharing

Where the Board, the Union and the individuals involved, find it acceptable, a position may be shared by two (2) employees in the following manner:

- 1. In the event of a posted position:**
 - (a) A joint letter of application shall be submitted for a posting which employees wish to share;**
 - (b) Appointment shall be made of the senior qualified applicant, whether or not the applicant has submitted a joint application;**
 - (c) The application shall describe the manner in which the position shall be shared;**
 - (d) If the job-sharing arrangement cannot continue because the senior incumbent leaves, the entire position shall be deemed to be vacant and shall be posted;**
 - (e) If the job-sharing arrangement cannot continue because the junior incumbent leaves, the full-time hours shall be offered to the senior incumbent and the senior incumbent may accept the additional hours or may request that the vacated hours be posted.**
- 2. In the event of a position currently held by an employee, where that employee wishes to job share:**

- (a) **The employee shall make a written request to the Board, describing the shared arrangement the employee would like to arrange;**
 - (b) **The Board shall post the "shared" portion of the job;**
 - (c) **The Board shall fill the shared portion of the job as per the collective agreement;**
 - (d) **If the job-sharing arrangement cannot continue because the original employee leaves the position, the position shall be posted with its full hours;**
 - (e) **If the employee who posted into the shared position leaves, the original employee shall assume the full hours;**
 - (f) **The employee who posted into the shared position cannot assume the full hours on a permanent basis until the position is reposted;**
 - (g) **The original employee in the position may end the job-sharing arrangement by giving six (6) months written notice.**
- 3. All shared positions:**
- (a) **The Board shall provide training;**
 - (b) **Each employee shall be entitled to Statutory Holiday pay at the same percentage as the percentage of full-time that he works;**
 - (c) **An employee shall have the right to bid on any position;**
 - (d) **On termination of the job sharing arrangement the employee left without a position has the right to bump;**
 - (e) **Employees sharing a position shall have first opportunity to cover for the other employee's illness, vacation, leaves, etc.**

ARTICLE 15 LAYOFFS AND RECALLS

15.01 Layoff Defined

A layoff shall be defined as a reduction in the work force or a reduction in the hours of work of an employee.

15.02 Layoff and Recall Procedure

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority, providing the remaining employees are qualified to perform the available work. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.
- (b) It shall be the employee's responsibility to keep the employer informed of **their** current address, in writing, during the period of layoff.
- (c) Failure of the employee to report for work within one (1) week of notice at **their** last address reported to and received by the Board shall result in **their** loss of the rights referred to in clause (a) above.

15.03 No New Employees

No new employees will be hired in classifications affected by a layoff until those laid off have been given opportunity of re-employment.

15.04 Notice of Layoff

Other than student Pages, employees who are to be laid off will be given notice.

- (a) Where an employee has less than one (1) year of service, one (1) week's notice in writing as specified below:
- (b) Where an employee has one (1) year and up to three (3) years of service, two (2) weeks' notice, and for each subsequent year of service, one week's notice, up to a maximum of eight (8) weeks' notice.
- (c) Student Pages with less than two (2) years' service will be given one (1) week's notice in writing. Student Pages with two (2) years' of service or more will be given two (2) weeks' notice in writing.
- (d) A layoff of up to two (2) weeks duration shall only require one (1) week's notice.
- (e) If an employee has not had the opportunity to work the days as provided in this Article, **they** shall be paid for the days for which work was not made available.

15.05 Severance Pay Option

An employee who is laid off is entitled to choose severance pay at any time prior to loss of seniority. Upon acceptance of severance pay, all rights under this Agreement are terminated except continuation of benefits provided in Article 25.04, which shall be limited to three (3) months. An employee shall automatically be paid severance pay within one (1) week of loss of seniority rights. Severance pay is calculated as follows:

- Less than three (3) years' continuous service at the time of layoff: one (1) week's current pay for each year of service prorated for part years.
- Three (3) or more continuous years' service at time of layoff: for the first (1st) year of service, three (3) weeks' current pay; for the second (2nd) year of service, three (3) weeks' current pay; for each year thereafter, two (2) weeks' current pay, prorated for part years.
- Severance pay is limited to six (6) months' current pay.
- The employee's current pay is defined as the regular wages at time of layoff.

15.06 Grievances on Layoffs

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of Article 10.01 of the grievance procedure.

ARTICLE 16 HOURS OF WORK

16.01 Regular Work Week

- (a) The regular **pay period** for full-time Library staff shall consist of seventy (70) hours per two-week pay period, with a weekly maximum of forty (40) hours and a weekly

minimum of thirty-one (31) hours. The regular work day shift shall be between the hours of 9:00 a.m. and 5:00 p.m. with one (1) hour off for lunch. The regular afternoon shift shall be between the hours of 1 p.m. and 9 p.m. with a one hour meal break.

- (b) In order for the Library to respond to future public demands, the regular work week for part time Library Assistant positions created after January 1, 1996 shall be less than seventy (70) hours per two-week pay period. A regular shift shall consist of not more than seven (7) hours and may be scheduled weekends and evenings.

16.02 Saturday and Sunday

- (a) Employees shall not be required to work past 5:30 p.m. on Saturday or Sunday.
- (b) Employees will not be scheduled to work on Saturdays or Sundays on either end of their vacation.

16.03 Afternoon Shift

- (a) The Library Assistants and the Deputy Librarian shall be scheduled to work one (1) afternoon shift per week, which could involve a split shift. Employees may be scheduled, equitably, to work a second afternoon shift to cover another employee's absence. Afternoon shift may involve a split shift.
- (b) In order for the Library to respond to future public demands, part time Library Assistant positions, created after January 1, 1996, may be scheduled to work evenings as required.

16.04 Library Assistants and the Deputy Librarian - Weekends

- (a) Library Assistants and the Deputy Librarian may be scheduled to work one (1) "weekend" (being Saturday and Sunday) every six (6) weeks, or less to cover another employee's absence by mutual agreement between the employee and the employer. The Deputy Librarian will be included in the shift rotation of the Library Assistants.
- (b) In order for the Library to respond to future public demands, part time Library assistant positions created after January 1, 1996 may be scheduled to work weekends.

16.05 Library Assistants - Consecutive Days Off

Full-time Library Assistants shall have two (2) consecutive days off, with the possible exception of once every six (6) weeks when working the "weekend."

16.06 Minimum Hours

- (a) A Library Assistant or Deputy Librarian reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.
- (b) Library Pages reporting for work on **their** regular shift shall be paid **their** regular rate of pay for the entire period of work, with a minimum of two (2) hours pay.

16.07 Deputy Librarian - Flexible Hours

The Deputy Librarian may have scheduled flexible hours of work as determined by mutual agreement between the Deputy and the Chief Librarian.

16.08 Posted Work Schedule

The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.

16.09 Rest Periods

Rest periods shall consist of:

Hours worked	Rest Period Entitlement
More than two (2) hours worked	One (1) ten minute rest period
More than five (5) hours worked	One (1) lunch period and one (1) 10 minute rest period
More than six (6) hours worked	Two (2) 10 minute rest periods, and one (1) lunch period

16.10 Scheduling of Pages

Pages shall be scheduled on a rotating basis.

16.11 Scheduling of Casual Employees

Casual employees shall be scheduled on a rotating basis.

16.12 Filling Full-Time Positions

As of April 1, 2007, there are a number of full-time positions in the Library Assistant and Deputy Librarian classifications. If vacated, these positions shall be posted and filled as per the provisions of the collective agreement at the same number of hours per week per position. The hours cannot be used to create part-time positions.

16.13 Minimum Employees

There will be a minimum of two (2) **adult** employees scheduled at all times during open hours of the Library. **This minimum may not be met with the use of Student Pages.**

ARTICLE 17 OVERTIME

17.01 Overtime Defined

All time worked in a shift beyond seven (7) hours shall be paid at double the employee's regular rate of pay.

All time worked in a pay period beyond seventy (70) hours shall be paid at double the employee's regular rate of pay.

17.02 No Layoff to Compensate for Overtime

Employees shall not be required to lay off during regular hours as defined in Article 16, to equalize any overtime worked.

17.03 Sharing of Overtime

Overtime and call-back time, in order of seniority, shall be divided equally amongst the employees who are willing and qualified to perform the work that is available.

17.04 Minimum of Overtime

The Board will endeavour to keep overtime to a minimum and shall, accordingly, every three (3) months, supply the Union with a list of all employees who have worked more than twelve (12) hours a week at overtime rates and an explanation of the circumstances.

17.05 Call-Out Time

An employee who is called to work outside of **their** regular working hours shall be considered to have been called out and shall receive overtime rates of pay as provided in clause 17.01 of this Article, or a minimum of two (2) hours at overtime rate of pay, whichever is greater. Time worked shall be computed as hours worked plus one-half (½) hour for travelling time.

17.06 Overtime Payment

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate rate at a time mutually agreed upon by the Chief Librarian and the employee, and such time off must be taken within twelve (12) months of being earned. Time off not used during the twelve (12) month period will be paid out. Up to date bank-time reports will be provided twice yearly on January 31st and August 31st of each year, current to the month prior.

17.07 Book Bin Emptying

Employees required by the Board to attend work on their normally scheduled days off, in order to empty book bins, shall receive two (2) hours regular pay to be banked for use within twelve (12) months of being earned.

Sunday book bins will be offered to the full-time employee who worked the Saturday. If declined, and for other days the library is closed, book bins will be distributed as equally as possible among full-time staff.

This article shall not replace Article 17.05 – Call-**Out** Time. Employees who are required to attend work to empty book bins shall not be deemed to have been 'Called **Out**' under Article 17.05. In all other circumstances, as stipulated by the collective agreement, the language of Article 16.08 – Minimum Hours, shall apply.

ARTICLE 18 HOLIDAYS

18.01 List of Holidays

All employees covered by this Agreement shall be paid for a regular day's work on each of the following Statutory Holidays, provided that such Statutory Holiday falls upon a normal working day:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation	

and all Civic declared holidays and those proclaimed by the Federal Government and the Province of British Columbia.

The Library shall close at 12:30 p.m. on Christmas Eve and New Year's Eve and should Christmas and New Year's be observed on Sunday, the Library shall be closed on Saturday. Should Christmas and New Year's be observed on Monday, the Library shall be closed on Sunday.

On Christmas and New Year's Eve (only when these days fall on a regular employee's regular day of work), employees will work a half shift but be paid for a full shift. A regular employee scheduled to work an afternoon or evening shift on these days will be rescheduled to work day shift.

The employee must have worked the last working day before and the first working day after the Statutory Holiday. For purposes of this Article, "worked" shall be defined as being on the job, on vacation, on approved sick leave, on W.C.B. or on other approved paid leave of absence or being on unpaid leave of absence of up to five (5) days before or after the Holiday.

18.02 Holidays During Vacation

If a Statutory Holiday falls or is observed during an employee's vacation period on what otherwise would be a normal working day for such an employee, **they** shall be granted an additional day's vacation for each such Statutory Holiday in addition to **their** regular vacation time.

18.03 Holidays Falling on Weekend

When any of the above-noted holidays fall on Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement. If both Saturday and Sunday are holidays, the following Monday and Tuesday shall be deemed to be holidays for the purpose of this Agreement.

18.04 Holidays on an Employee's Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay following the employee's regular scheduled day off. Under special circumstances, another day may be substituted in lieu of the above, which shall be by mutual agreement of the employee and the Chief Librarian.

ARTICLE 19 VACATIONS

19.01 Length of Vacation

All Board employees shall receive vacation with pay as follows:

	1st Year	5th Year	11th Year	17th Year	24th Year	30th Year
Vacation Scale	3 weeks	4 weeks	5 weeks	6 weeks	7 weeks	8 weeks
Rate of Pay	6%	8%	10%	12%	14%	16%

Employees shall take vacation in the year earned.

The first year of service is the calendar year in which the employee commenced employment. Entitlement shall be prorated in the first year if employed less than twelve (12) months.

Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

19.02 Vacation Pay

Vacation pay shall be paid on the work day prior to vacation commencement or the employee shall have the option to be paid on their usual payday. Vacation pay shall be calculated on the gross earnings up to and including the pay for the last pay period prior to **their** vacation, which will include the previous year's vacation pay and Statutory Holiday pay. Pages and casual employees shall receive six percent (6%) vacation pay on each pay cheque.

19.03 Vacation Schedules

All vacations must be taken in the twelve (12) months immediately following that in which they are earned and at a time which will be subject to the approval of the Chief Librarian. A list showing the vacation period applied for by each employee must be submitted to the Chief Librarian by March 31 of each year and the Chief Librarian shall, by April 15, advise employees whether or not the list or any part of it is approved. In the event of conflict between employees making vacation applications by March 31, seniority shall be the deciding factor. Holiday requests made outside of this time period shall be approved or denied within two (2) weeks from the date of application.

19.04 Unbroken Vacation Period

An employee shall, wherever possible, be entitled to receive **their** vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.

19.05 Illness or Bereavement During Vacation

Sick leave or bereavement leave as stated in Article 21.03, may be substituted for vacation where it can be satisfactorily established by the employee that a confining illness or an

incapacitating accident or a death occurred while on vacation. A claim based on a confining illness or incapacitating accident is to be accompanied by a doctor's certificate.

19.06 Vacation Carry over

An employee may, under special circumstances and with approval of the Chief Librarian, carry over a portion of their annual vacation entitlement to the next year. Deferred vacation entitlement shall be scheduled and taken in the next twelve (12) month period.

ARTICLE 20 SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

Sick Leave means the period of time a regular employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act. An employee must notify the Chief Librarian of an absence due to illness before the commencement of the employee's regular or scheduled shift. This benefit applies to all regular full-time and part-time employees. A scheduled shift is one that has been posted fourteen (14) days prior to its occurrence.

20.02 Amount of Sick Leave

All regular employees, except current regular part-time and casual employees shall accumulate sick leave retroactive to the date of hire, upon completion of two (2) months of service with the Board. Casual employees are not eligible for sick leave **under this article.**

Sick leave shall accumulate on the following basis:

- (a) one and one-quarter (1¼) days per month;
- (b) part-time regular employees a pro-rated amount based on (a) **and in any case no less than five (5) days of paid sick leave per year based on an average day's pay calculated from the previous thirty (30) days;**
- (c) all unused sick leave in each year shall be allowed to accumulate to a maximum of two hundred (200) days.

20.03 Casual Employee Sick Leave

Casual employees shall be entitled to a maximum of five (5) days of paid sick leave per year, based on an average day's pay calculated from the previous thirty (30) days. These days do not carry forward from year to year.

20.04 Proof of Illness

Sick leave absences may be required to be substantiated by a doctor's certificate. When a doctor's certificate is required, the Board shall pay the cost of the certificate, if there is a charge. When the Board requires a doctor's certificate attesting to the employee's sickness or disability, such request shall be made during the time the employee is absent from work.

20.05 Hurt on the Job

Any employee who is hurt on the job shall be paid their regular wage up to a period of six (6) months from the date of accident for the time **they are** actually covered by the

Workers' Compensation Board and the Library Board shall receive **their** compensation cheque for the said period. Where the first (1st) day is not paid by the Workers' Compensation Board, the first (1st) day shall be treated as sickness and salary paid by the Board.

20.06 Sick Leave During Leave of Absence

When an employee is given authorized leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., PROVIDED this time does not exceed twelve (12) months, **they** shall not receive sick leave credit for the period of such absence, but shall retain **their** cumulative credit, if any, existing at the time of such leave or layoff.

20.07 Medical Care Leave

An employee shall be granted time off for the purpose of an appointment relating to physical health of the employee or dependent. The employee is required to have the necessary form as supplied by the Chief Librarian signed by the attendant practitioner in order to qualify. The employee shall give as much notice as possible to the Chief Librarian when such a visit to a medical practitioner is contemplated. This time off for such an event will be deducted from accumulated sick leave. **(A maximum of seven (7) working days shall be granted for an out of town visit.)**

This language shall not be interpreted as adding new and additional paid sick leave days to an employee's sick leave bank as per Article 20.02 – Amount of Sick Leave.

20.08 Sick Leave Without Pay

Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.

20.09 Sick Leave Records

A record of all unused sick leave will be kept by the Board. Immediately after the close of each calendar year, each employee shall review the records of the Board and verify that the accumulated sick leave is correct. An employee is to be advised, on application, of the amount of sick leave accrued to **their** credit.

20.10 Family Illness

In case of illness of an immediate member of the family of an employee, which shall include the spouse, parent, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchild, step parent or step child, guardian or ward, where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying the Chief Librarian, to use a maximum of **five (5)** accumulated sick leave days per illness for this purpose. A doctor's certificate is required for such use of sick leave and shall be paid by the Board, if there is a charge.

20.11 Sick Leave Draw

An employee who accumulates twenty-five (25) days unused sick leave shall be entitled to draw from **their** accumulated sick leave, leave with pay and such leave, when used, shall be deducted from sick leave as paid leave.

On December 31st of each year, the Board shall calculate the amount of paid sick leave an employee is currently entitled to (in days). After subtracting twenty-five (25) days, one-third (1/3) of the result may be used in the following calendar year as paid leave. The total will be rounded to the nearest whole number; a half day shall be rounded upwards.

20.12 Sick Leave on Termination

Upon termination of employment with the Board, an employee shall be eligible for payment of twenty-five percent (25%) of accumulated sick days.

20.13 Sick Leave Bank

The Board will contribute one-quarter (¼) sick day per month per employee to a sick leave bank not to exceed one hundred and fifty (150) days.

The employee shall apply in writing to the Chief Librarian, with a doctor's certificate, if requested. It is understood that all other forms of income replacement (such as Workers' Compensation or Employment Insurance) will be utilized prior to allocation of funds from the sick leave bank. An employee may use up to sixty (60) days paid leave from the sick leave bank. The Chief Librarian will accept the application; except that refusal will be automatic for those who are being disciplined for misuse of sick leave.

ARTICLE 21 LEAVE OF ABSENCE

21.01 For Union Business

Up to two (2) representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Board or with respect to a grievance with the Board.

21.02 Union Conventions and Meetings

- (a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Board, to employees elected or appointed to represent the Union at Union Conventions. Leave of absence without pay shall be granted to employees to attend executive and committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies. Leave of absence without pay and without loss of seniority may be granted upon request to the Board to employees to attend Union seminars. Reasonable written notice shall be provided to the Board.
- (b) Employees on leave of absence as contained in this clause shall have their time cards marked "paid for - not worked" (PFNW). Employee benefits shall continue as normal, and the Board shall bill the Union the cost of wages plus twenty-five percent (25%) for benefits.

21.03 Bereavement Leave

- (a) An employee shall be granted a maximum of five (5) days; without loss of salary or wages in the case of death of a spouse, parent, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchild, brother-in-law, sister-in-law, step parent or step child, guardian or ward.
- (b) An employee shall be granted one (1) day paid leave for family not covered in Article 21.03 (a) upon written application to the Board, with Board approval with a limit of

one (1) paid day per year.

- (c) One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

21.04 Education Leave

Leave of absence with pay and without loss of seniority shall be granted to allow employees of the Board time to write examinations to improve qualifications in the service of the Board PROVIDED:

- (a) The course taken is beneficial to the Board.
- (b) The employee undertakes to remain with the Board for three (3) months from the date of the examination.

Incentive Grant Funding for Education

Employees shall be reimbursed for tuition when pursuing relevant educational opportunities in accordance with the yearly grant budget. Seniority shall not apply in the granting of incentive grant funding. Employees shall not have more than one (1) grant reimbursement in a single calendar year. If the total number of requests for grant monies exceeds the grant budget, the grant monies shall be prorated.

All employees are encouraged to take advantage of opportunities for continued growth and career development. Employees are encouraged to participate in courses and training programs that will increase their skill levels and job satisfaction, increase their ability to contribute to library service and assist them in preparing for advancement opportunities.

Where an employee's attendance at a course or program is required by the library, the employee will be given time off with pay and course costs will be paid by the library.

Administration shall review course requests and may pay up to 100% of costs for registration fees, texts, and materials for approved courses, subject to the availability of budgeted funds; 50% upon enrollment and 50% upon successful completion. Employees who fail or do not complete the course for reasons other than serious illness, may be required to refund the initial 50% advance for course fees, texts, or materials.

All regular employees are eligible for an education reimbursement. Employees considering enrolling in job related courses and programs of their own choice may request that the library pay course fees. Prior approval of the course or program must be obtained from the Chief Librarian or designate.

Employees are normally expected to attend courses on their own time; however, a leave of absence without pay may be considered in special circumstances to facilitate course requirements.

21.05 General Leave

The Board, at its discretion, shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such

request to be made in writing and approved by the Board. Such request shall be given every consideration.

21.06 Pregnancy Leave

- (a) An employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave, beginning no earlier than thirteen (13) weeks before the expected birth date and no later than the actual birth date; and ending no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and no later than seventeen (17) weeks after the actual birth date.**
- (b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.**
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).**
- (d) A request for leave must:**
 - i. Be given in writing to the employer,**
 - ii. If the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and**
 - iii. If required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or, the date the pregnancy terminated or stating the reasons for requesting the additional leave under subsection 21.06(c).**
- (e) A request for a shorter period under subsection 21.06 (a) ii must:**
 - i. Be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and**
 - ii. If required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.**

21.07 Parental Leave

- (a) An employee who requests parental leave under this section is entitled to:**
 - i. For a parent who takes leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under 21.06 unless the employer and employee agree otherwise.**

- ii. **For a parent who does not take leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and**
 - iii. **For a non-birthing parent, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after that event, and**
 - iv. **For an adopting parent, up to sixty-two (62) consecutive weeks beginning within seventy-eight (78) weeks after the child is placed with the parent.**
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).**
- (c) A request for leave must:**
- i. **Be given in writing to the employer,**
 - ii. **If the request is for leave under subsection 21.07 (a) i, ii, or iii, be given to the employer at least four (4) weeks before the employee proposes to begin leave, and**
 - iii. **If required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.**
- (d) An employee's combined entitlement to leave under 21.06 and this section is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under this section.**
- (e) The employer must give an employee who requests leave under 21.06 and 21.07 the leave to which the employee is entitled.
- (f) The employer will not, because of an employee's pregnancy or a leave allowed by this Part,
- i. terminate employment, or
 - ii. change a condition of employment without the employee's written consent.
- (g) As soon as the leave ends, the employer must place the employee:
- i. in the position the employee held before taking leave under this Part, or
 - ii. in a comparable position.
- (h) If the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with 21.07 (g) as soon as operations are resumed.
- (i) The services of an employee who is on leave under 21.06 and 21.07 are deemed to be continuous for the purposes of:

- i. calculating annual vacation entitlement;
 - ii. any pension, medical or other plan beneficial to the employee.
- (j) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
- i. if the employer pays the total cost of the plan;
 - ii. if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (k) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- (l) Subsection 21.07 (i) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Part.
- (m) This article will change to include any changes brought forward by the government during the term of this Agreement.

21.08 Jury or Court Witness Duty

- (a) The employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The employer shall pay such an employee the difference between **their** normal earnings and the payment **they** receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- (b) The employer has the same duties under jury duty as under 21.07 (f) through (k).

21.09 Leave for Union and Public Duties

The employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the employer shall grant leave of absence without loss of seniority so that employees may be candidates in a federal, provincial or municipal election. Any employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority, by the employer, for a period of up to **two (2) years**. Such leave shall be renewed each year, on request, during **their** term of office.

21.10 Family Responsibility Leave

All employees are entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child or a child under the employee's guardianship or customary care;
- (b) the care or health of any other member of the employee's immediate family.
- (c) For the purposes of subsection (b) above, immediate family shall include the spouse, parent, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchild, step parent or step child, guardian or ward.

- (d) The employee shall be entitled, after notifying the Chief Librarian, to use a maximum of five (5) accumulated sick days per illness, or otherwise it shall be considered unpaid leave. A doctor's certificate may be required for such use of sick leave and the cost of such a certificate shall be paid by the Board, if there is a charge.

21.11 Compassionate Care Leave

Employees shall be eligible for leave without pay to care for a terminally ill family member in accordance with the Employment Insurance Act.

21.12 Domestic Violence

The Employer agrees to include any regulations or legislation brought forward by the government dealing with absences linked to domestic violence during the term of this Collective Agreement.

ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES

22.01 Payment of Wages

Wages and classifications shall apply as set out in Schedule "A" attached hereto and forming part of this Agreement. The rate of pay for any classification not included in Schedule "A" shall be negotiated if necessary, by the parties on the understanding that failure to reach agreement on any rate shall necessitate the submission of same to a Board of Arbitration as provided for in Article 11 of this Agreement.

22.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

22.03 Pay Days

- (a) All employees covered by this Agreement shall be paid every alternate Friday. Pay will be available before 4:30 p.m. on pay-days.
- (b) All new employees shall be paid by direct deposit.

22.04 Classifications

- (a) All employees shall be paid at the rate set forth for the classification they are hired for, irrespective of whether they are employed full time in their classification or not.
- (b) Staff called upon to perform work in a higher paid classification shall be paid the higher rate, within the bargaining unit, while so employed. The employee must have been working in the higher paid job classification for two (2) continuous days and that the minimum salary established for the higher job group be applied. In the event the employee's regular rate of pay is equal to or greater than the minimum salary established for the higher job group, then the next higher rate would apply.

22.05 Pay on Temporary Assignment

An employee temporarily assigned to a position with a lower rate of pay shall maintain **their** regular rate of pay. This Article shall not apply if Article 21.06_(b) is applicable to the employee.

22.06 Downward Reclassification of Position

An employee shall not have **their** salary reduced by reason of a change in the classification of **their** position.

22.07 Sunday Premium

All employees whose work week includes work on Sunday shall be paid a premium of five percent (5%) applied to the regular rate of pay for all work performed on Sunday.

ARTICLE 23 RETIREMENT PAY

23.01 Retirement Pay

The Board wishes to recognize the contributions of long time employees. Therefore, an employee upon retirement and having attained the minimum age of 55 shall receive one (1) week's pay for every year of current continuous service, up to a maximum of thirteen (13) weeks. Part time employees shall have this payment prorated to that of a full-time employee.

ARTICLE 24 JOB CLASSIFICATION AND RECLASSIFICATION

24.01 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior consultation with the Union.

24.02 New Classification or Reclassification

When any position is not covered by Schedule "A" of this Agreement, the rate of pay shall be subject to negotiations between the Library Board and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 25 WELFARE BENEFITS

25.01 Medical Plans

The Board will provide the following benefits to all employees who request such coverage and the Board shall pay the registration fee and premiums on the following basis:

- (a) Extended Health Plan - (includes visioncare benefit of **six** hundred dollars (**\$600.00**), eye exams **one hundred** dollars (**\$100.00**) per family member every two (2) years) - after three (3) months' service; EHB Net Plan; Extended Health Benefits' lifetime limit is one million dollars (\$1,000,000.00).
- (b) Dental Plan - Plan A - 100%; Plan B - 85%; Plan - C 100% to a maximum of seven thousand dollars (\$7,000.00) insurance - after three (3) months' service.
- (c) Paramedicals

Medical supplies	\$600
Orthotics	\$500
Acupuncture and podiatrist	\$500

Chiropractor group	\$500
Physiotherapy group, including massage	\$500

25.02 Group Life Insurance

- (a) The Board will provide the Group Life Insurance coverage of one hundred thousand dollars (\$100,000.00) on a compulsory basis after three (3) months' of service. The Board will pay the registration fee and thereafter pay one hundred percent (100%) of the monthly dues.
- (b) Optional life insurance coverage of fifty thousand dollars (\$50,000) for spouse and twenty thousand dollars (\$20,000) for each dependent child shall be available, with the premium being paid one hundred percent (100%) by the employee.

25.03 Pension

- (a) All employees shall participate in the Canada Pension Plan under its terms and conditions.
- (b) All employees working full-time shall participate in a pension plan under the terms of the Municipal Pension Plan on completion of three (3) months of service. Part time employees may participate upon completion of three (3) months of service.

25.04 Continuation of Benefits

- (a) The Board agrees to pay its share of the monthly premiums up to three (3) months to the medical plan, dental plan, extended health plan and group life insurance for employees with two (2) or more years of service being laid off. In the event of a longer layoff, employees so affected will be given the right to continue their coverage through direct payment, provided the plans permit such coverage.
- (b) No dependent shall be deleted from benefit coverage without prior written notification to the employee.
- (c) In the event of the death of an employee, the Board shall continue to pay its share of the monthly premiums up to three (3) months to a medical plan, dental plan, and extended health plan for the employee's beneficiaries.
- (d) In the event of the death of an employee, the Board shall continue the employee's regular pay for four (4) weeks following the date of death. A cheque for the appropriate amount shall be made out in the name of and given to the beneficiary named in the employee's file.

25.05 Medical Transportation Fund

The Board agrees to provide a mutually agreeable medical transportation fund. The fund may be drawn upon by an employee when a medical practitioner refers the employee or **their** immediate family to medical, dental, psychiatric or therapeutic services outside of Prince Rupert when no other source or body will cover the costs. The cost of the premiums shall be borne by the Board.

25.06 Accommodation and Expenses

A maximum of sixty dollars (\$60.00) per day for a maximum of seven (7) days for each of the patient and the required escort shall be paid upon presentation of related expense

receipts. This expense will not be applicable for a patient on any day when the patient spends the twenty-four (24) hour day in hospital. A maximum of seven (7) days per year per family.

When possible the Board shall give an advance.

25.07 Reduced Employment Insurance Premiums

- (a) For the purpose of ensuring the qualification for reduced Employment Insurance premiums, an employee having less than seventy-five (75) days of accumulated sick leave, who would, as a result of use of sick leave not acceptable to the Employment Insurance Commission, accumulate less than twelve (12) days in any year, shall have added to **their** accumulated sick leave sufficient days to show an accumulation of twelve (12) days. These days added shall only be available for use as personal sick leave and shall not be used for any other purposes.
- (b) The Board shall apply for the Employment Insurance rebate and the rebate amount shall be forwarded to the Union.

25.08 Long Term Disability

- (a) The Board agrees to administer a Union sponsored Long Term Disability Plan for eligible employees. The Plan and carrier shall be determined by the Union.
- (b) All regular full-time employees, upon completion of the probationary period, shall enrol in the Plan as a condition of employment. An eligible employee unless already covered by a wage loss replacement plan shall participate in the Long Term Disability Plan. Regular employees working less than full time with at least thirty (30) hours per week may enrol in the Plan on a voluntary basis and shall thereafter continue to participate so long as eligible.
- (c) The Board agrees to deduct the premium from the earnings of each enrolled employee and forward the premiums and required reports once a month to the carrier of the Plan with a copy to the Union.
- (d) An employee shall continue to be covered by the Health and Welfare benefits of this Collective Agreement.
- (e) An employee while receiving benefits of the Plan or an eligible employee waiting for benefits to commence shall be considered on approved leave of absence until a Doctor certifies that **they are** able to return to work or until the employee is unable to perform any work for the Board (including through rehabilitation) as defined by the Plan.
- (f) An employee shall continue to accumulate seniority for up to two (2) years following the date of disability after which **they** shall not accumulate further seniority but shall retain **their** accumulated seniority.
- (g) Sick Leave Pay Back

Upon acceptance for Long Term Disability, an employee shall re-deposit sick leave pay received during the waiting period, back into the employee's accumulation of sick days, retroactive to the first day of eligibility.

25.09 Eligibility For Benefits

All regular employees with regular position(s) of seventeen and a half (17 ½) hours per week or more are eligible to participate in the benefits of this Article unless otherwise stipulated. Employees in a posted temporary position of seventeen and a half (17½) hours per week or more shall be eligible for benefits while in that posted position. The Board shall pay the registration and premiums for all eligible employees who request such coverage.

25.10 Employee and Family Assistance Plan

The Board shall pay one hundred percent (100%) of the premiums for an Employee and Family Assistance Plan for all employees and dependants.

ARTICLE 26 JOB SECURITY

In order to provide job security for the members of the bargaining unit, the Board agrees that there will be no reduction of existing jobs as a result of contracting out or technological change.

ARTICLE 27 GENERAL CONDITIONS

27.01 Bulletin Boards

The Board shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.02 Indemnity

Where coverage supplied through its comprehensive liability policy does not apply, the Board shall supply the legal counsel where necessary for any action initiated against the employee by virtue of performance of **their** assigned duties.

27.03 Pay for Injured Employees

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at **their** regular rate of pay, unless a doctor or nurse states that the employee is fit for further work on that shift.

27.04 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident while on the job shall be at the expense of the Board.

27.05 Benefit Bridging

When the Board hires a new employee and the successful applicant is an employee of the City of Prince Rupert, the applicant shall, upon commencing employment, have **their** benefits transferred, including those related to **their** City service, to the extent that such benefits are not inconsistent with the Library/CUPE 105 Collective Agreement. Seniority shall commence upon the date of employment with the Library.

ARTICLE 28 COPIES OF AGREEMENT

The Union and the Board desire every employee to be familiar with the provisions of this Agreement and his or her rights and duties under it, and will supply each new employee with a copy of the current Agreement.

ARTICLE 29 TECHNOLOGICAL CHANGE

29.01 Technological Change

During the term of this Agreement any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

The Board will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions, or security of employment of the employees to whom this Collective Agreement applies; and
- (b) alters the basis upon which the Collective Agreement was negotiated; either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board pursuant to Article 11 of this Collective Agreement.

The arbitration board shall decide whether or not the Board has introduced or intends to introduce a technological change, and upon deciding that the Board has or intends to introduce a technological change, the arbitration board:

- (a) shall inform the Minister of Labour of its finding, and
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate;
 - (iii) that the Board reinstate any employee displaced by reason of technological change;
 - (iv) that the Board pay to that employee such compensation in respect of **their** displacement as the arbitration board considers reasonable;
 - (v) that the matter be referred to the Industrial Relations Council (under Section 77 of the Industrial Relations Act of British Columbia).

29.02 Training Benefits

Where new or greater skills are required than those already possessed by affected employees, such employees shall, at the expense of the Board, be given a reasonable period of time, during which they may perfect or acquire the skills necessitated by the technological change. There shall be no reduction in pay upon being reclassified in the new position.

ARTICLE 30 GENERAL

30.01 Definition of Spouse

Spouse: A person with whom the employee has a marital, common-law, heterosexual, or lesbian/gay relationship. A common-law heterosexual or lesbian/gay relationship shall be recognized after six (6) months of co-habitation.

This definition shall determine all other familial relationships referred to in this agreement including, but not restricted to, "child," which shall include the employee's partner's child, and the definition of "in-law," which shall include equivalent relationships flowing from common-law or lesbian/gay partner relationships.

ARTICLE 31 TERM OF AGREEMENT

31.01 Term of Agreement

The term of the new Collective Agreement shall be from January 1, **2022** to December 31, **2025**, both dates inclusive. Subsections (2) and (3) of Section 50 or applicable legislation of the BC Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 62, or other applicable legislation, of the BC Labour Relations Code, this Agreement shall continue in full force and effect, and neither party shall make any change or alter the terms of this Agreement until a new collective agreement is negotiated.

31.02 Negotiations Extending Beyond Anniversary Date

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

31.03 Revisions of Collective Agreement

All revisions to the collective agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

31.04 Section 66(2) of the Industrial Relations Act

The parties agree to exclude the operation of Section 66(2) of the Industrial Relations Act from this Agreement.

31.05 Strikes or Lockouts

There shall be no strikes or lockouts so long as this Agreement continues to operate.

SIGNED the Prince Rupert Library Board, attested by the hands of its proper officers in their behalf and has been executed by the duly authorized officers of the Union this 17 day of July, 2024.

FOR THE LIBRARY BOARD
Party of the First Part:

[Signature], July 17/24
Chair

Elizabeth July 17, 2024
Vice-Chair

FOR THE UNION
Party of the Second Part:

[Signature]
President

[Signature]
Secretary

Elizabeth Dinord
Library Negotiating Committee

SCHEDULE "A"

TITLE	January 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
	2% + \$0.25	7.5%	3%	3%	2%
LIBRARY ASSISTANT	\$31.75	\$34.13	\$35.16	\$36.21	\$36.93
DEPUTY LIBRARIAN	\$37.30	\$40.00	\$41.20	\$42.43	\$43.28

TITLE	January 1, 2021	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
	2%	17.5%	4%	4%	2%
PAGE	\$15.32	\$18.00	\$18.72	\$19.47	\$19.86

- In an attempt to achieve wage parity with the City of Prince Rupert, the Library Assistant wage will increase to \$34.14/hour effective January 1, 2022, and the Deputy Librarian wage will increase to \$40.00/hour effective January 1, 2022.
- Wages for Library Assistant and Deputy Librarian will be increased by 3% on January 1, 2023 and January 1, 2024 and by 2% on January 1, 2025.

